UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES

AMENTUM SERVICES, INC. f/k/a AECOM MANAGEMENT SERVICES, INC.

and Case 28-CA-276524

ERIC L. DOWNS, An Individual

Judith E. Davila, Esq.,

for the General Counsel.

Paul T. Trimmer and Lynne K. McChrystal, Esqs. (Jackson Lewis P.C. Las Vegas, Nevada), for the Respondent.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried via Zoom video technology on March 30 and 31, 2021. Eric Downs filed the initial charge in this case on May 3, 2021. The General Counsel issued the complaint on December 21, 2021.

The General Counsel alleges that Respondent, by Quentin Mulholland, then Respondent's functional area manager, violated Section 8 (a)(1) on or about April 5, 2021, in the following respects:

Disparaging the Union (Teamsters Local 631, which represents the Charging Party) in telling the Charging Party that he did not have to tell the Union anything.

By telling employees that he would not discuss their terms and conditions of employment with the Union, threatening them that it would be futile to file grievances.

Threatening employees with unspecified reprisals because they engaged in concerted activities.

Inviting the Charging Party on April 12, 2021 to quit his employment.

On April 29, by threatening employees with discharge because they raised claims under Respondent's Collective Bargaining Agreement with the Union.

On April 29, by Captain (Supervisor) Phillip Geary, threatening employees with discharge because they engaged in union activities.

The General Counsel alleges that Respondent violated Section 8(a)(3) and (1) of the Act by:

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Assigning 2 employees, rather than one, to the logistics position.

Changing the logistics position from a detached schedule (detached from regular fire fighters' shifts) to an extra duty on the fire-fighters' 72 and 96 hour shifts

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Reassigning the Charging Party to the B-Shift from the A-Shift

Issuing the Charging Party a verbal counseling.

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On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

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I. JURISDICTION

Respondent, a limited liability company, has a contract with the United States Government to provide fire-fighting services at. Nellis Air Force Base in Nevada. In the year ending on May 3, 2021, Respondent provided services to the U,S. Government valued in excess of \$50,000. It has performed services valued in excess of \$5,000 in States other than Nevada in that year, and has a substantial impact on the national defense of the United States of America. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, Teamsters Local 631 is a labor organization within the meaning of Section 2(5) of the Act.

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II. ALLEGED UNFAIR LABOR PRACTICES

Respondent has provided fire-fighting services to the U.S. Government at Nellis Air Force Base for a number of years under various names, including URS Federal Services, Tr. 31-32. It has had a number of collective bargaining agreements with Teamsters Local 631 covering the fire-fighters at Nellis Air Force Base. Relevant to this case is the Agreement that ran from October 2018 to September 2021 and the current agreement effective October 1, 2021.

Respondent's fire fighters work on an A shift and a B shift which are rotating shits of either 96 hours (4 days) or 72 hours (3 days) with a 6-day shift every other month to distribute weekend work equitably. For about 5 years prior to 2021, one fire fighter had a logistics or supply position which worked a "detached schedule," meaning they were not assigned to either

shift. The logistics employee worked either Monday through Thursday or Tuesday through Friday and did not work weekends. That employee's job was to order, maintain, distribute and dispose of equipment. In the year prior to February 2021, Craig Cusenz held the logistics position. For about 3-4 years prior to Cusenz, Landon Shakespeare occupied the position. Neither was assigned to a shift while they held the logistics position. There is no evidence that anyone covered the logistics position for Cusenz when he was on vacation or otherwise not at work, Tr. 240-41.

In February 2021, Cusenz informed Respondent that he was leaving the company. Quintin Mulholland was at that time an upper-level supervisor for Amentum's fire fighters at Nellis. He retired in January 2022. Mulholland's title was Protective Services Manager. He worked with the Fire Chief, Jeffrey Wilson, who was a U.S. Government employee.

On February 3, 2021, Mulholland sent a mass email to Respondent's firefighters, stating:

We are looking to replace the detached logistics firefighter If you are interested in this extra duty please send me an email stating your interest. Please send message by 19 Feb 2021.

If you have any questions about these extra duties please get with me or your Capt.

G.C. Exh. 7.

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Initially, 4 firefighters responded. Two were considered, the Charging Party Eric Downs and Joshua Tully. Respondent awarded the position to Tully. Tully applied for the position in order not to work weekends as did the firefighters assigned to a shift, Tr. 165.

On March 9, 2021, the Union filed a grievance on Downs' behalf, asserting that he should have been awarded the logistics position. The grievance asserted that under Article 20 of the existing collective bargaining agreement, Downs should have been selected due to his seniority compared to that of Tully.

For about 6 weeks, Tully trained for the logistics position with his predecessor, Craig Cusenz. Tully did not work with anyone else and was not told he would be doing so. He expected to work alone because the logistics employee had worked alone at least since January 2017 when Respondent hired Tully, Tr. 171.

The Downs grievance was not resolved at step 1 of the grievance procedure set forth in the collective bargaining agreement (the supervisor level). On March 26, 2021 a step 2 grievance meeting was held between Respondent and the Union. Connie Moore, Respondent's Director of Labor Relations was Respondent's principal spokesperson. Business Agent Darrin Bradburn represented the Union. Downs and 2 union stewards attended this meeting virtually. Respondent agreed to award the logistics position to Eric Downs. The parties did not discuss what would happen to Joshua Tully.¹

¹ Whether or not Downs' grievance was meritorious or whether Respondent should have granted it is not before me. Also, whatever issues existed between management and Downs prior to his filing the

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After learning of the award to Downs, Mulholland started planning to put the logistics employees on a regular firefighter shift rather than a detached shift. At the same time Mulholland asked Respondent's Labor Relations Director, Connie Moore, for authorization to give the occupants of that position 25 cents per hour in premium pay. This was instituted between Respondent and the Union in a Memorandum of Understanding entered into on June 24, 2021.²

On April 5, 2021, Tully attended a meeting with Mulholland and Captains (Supervisors)
Phillip Geary and Brett Thompkins. Eric Downs participated by telephone. Mulholland discussed Downs' grievance.

Mulholland told Tully and Downs that he was unsure what he would do about their schedules once Downs was fully trained. He said he might put both on the same shift or one on each shift so he would have a logistics person available on weekends, Tr. 175-76. Mulholland stated further that he might assign Downs to the B shift, Tr. 111. Mulholland's decision to assign the logistics person(s) to a shift was clearly a reaction to Downs' grievance and his prevailing with his grievance, Tr. 191.³

On April 5, Tully had finished training with Craig Cusenz and had been working alone in the logistics position for about a week. Mulholland told him he would be training Downs in the duties of the logistics job. Downs asked Mulholland if he had "run this by Mickey," a reference to union steward Michael Gutierrez.

Mulholland responded that he was exercising management rights and that he did not have to run personnel decisions by the Union, Tr. 169.

At this meeting Mulholland asked Tully and Downs to give him their projected leave schedule for the next year in order to determine shift assignments, Tr. 111⁴. He said he wanted that schedule within the next couple of weeks, or as soon as possible, Tr. 174.⁵ Tully gave his

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grievance are irrelevant to the issues before me.

² I find that Mulholland's request for premium pay for the logistics employees in no way supports the proposition that putting Downs and Tully on shifts was non-discriminatory. The change in schedules was a material change from the position for which Downs and Tully thought they were applying. The increase could have been proposed to placate the Union, Downs and Tully. It may have been contemplated even earlier in response to a request for a wage increase from Craig Cusenz, Tr. 191.

³ Tr. 191 is testimony from Captain Brett Thompkins, a witness called by Respondent.

⁴ Mulholland also asked Downs for a common access card before he left for vacation. Downs provided the card promptly as requested.

⁵ Downs testified that Mulholland asked him for his leave on the morning of April 6. Based on Tully's testimony, I find this request was made on April 5.

As I repeat later in this decision, where there is any conflict between Tully's testimony and the testimony of other witnesses, I credit Tully, the only completely disinterested witness in this case. Thus, I credit Tully rather than Respondent's witnesses as to when Mulholland asked for projected leave from Tully and Downs. Moreover, while Thompkins testified that Mulholland asked for vacation plans by the end of the day (April 5), Gear testified Mulholland asked for this before Downs left for vacation on the morning of April 6, Tr.193, 219. Mulholland's testimony on this point is a response to counsel's leading question, "Did you give a deadline..." While somewhat minor points, these issues with Respondent's

vacation schedule to Mulholland immediately after the April 5, meeting. Downs did not. He did not have any leave planned yet beyond April 12. As a general matter of policy, Respondent requires no more than 2 weeks-notice for vacation leave.

Downs went on vacation on April 6 and returned to work on April 12. On that date,
Downs had another telephone conversation with Mulholland. Captain/Supervisor Brett
Thompkins and union steward Roman Sturn were also party to this call. According to Downs,
Mulholland told him he was giving him a written warning for failing to provide him with his
projected leave and that he was moving Downs from the A shift to the B shift, G.C. Exh.⁶
Mulholland also said he was making this change so that Downs could work with Landon
Shakespeare, who had performed the logistics job for several years before Craig Cusenz. At
some point in the April 12 conversation, Mulholland asked Downs if he still wanted the position
even if it were not on a Monday-Thursday schedule, Tr. 198, 200.

Downs objected to this change, stating that given his seniority, he should be able to choose his shift. Mulholland told Downs that he, Mulholland, had the right to determine on which shift Downs would work. Two hours later, Mulholland called Downs and said he had changed the written warning to a verbal counseling. He also said he would decide which shift Downs would work depending on his progress during his training by Joshua Tully.

Mulholland sent Downs a verbal counseling via an email for not providing Mulholland with his vacation schedule, G.C. Exh. 11.

Starting on about April 13 or 14, Downs and Tully worked together on an 84 hour shift, Monday through Thursday, Tr. 170.

In September 2021, Tully left his employment with Amentum. Since then Downs has worked a detached schedule.

Alleged statements by Respondent that it denies making

Downs testified that after he asked Mulholland on April 5 if he had run his plan for the logistics employees by the Union, Mulholland became angry. According to Downs, Mulholland asked, "Who do you work for?" in addition to telling him that he did not need to consult the Union over the work schedule for the logistics employees.⁷

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testimony is all the more reason to credit Tully. Downs testimony on this point is consistent with Tully's.

⁶ Captain Brett Thompkins testified that Mulholland did not tell Downs he was getting a written warning or written verbal warning in the conversation to which he was a party, Tr. 205. Given the fact that Thompkins and Mulholland discussed this warning/counseling a week prior to trial, I discredit Thompkins' testimony on this matter. He was unaware that Downs received a verbal counseling until talking to Mulholland a week before trial.

Geary testified that he was present when Mulholland told Downs on April 12 that he was going to get a verbal counseling, Tr. 225. Geary did not testify that he never heard Mulholland tell Downs he was going to get a written warning or written verbal counseling. It is unclear whether Geary was present for all discussions between Mulholland and Downs regarding discipline/counseling.

Downs also testified that he asked Mulholland why he characterized the logistics job as an "extra duty logistics position" in Mulholland's March 4, 2021 response to Downs' grievance, G.C. Exh. 10. Mulholland responded by telling him that he was not going to argue semantics with Downs.⁸ At the end of the April 5, meeting, Downs testified that Mulholland told him and Tully that if they were dissatisfied with his decisions they could resort to any legal means they desired, Tr. 137.⁹

Downs testified that on April 29, 2021, he asked Mulholland for permission to deliver (with Tully) some patches (to be worn on uniforms) to a location in Las Vegas. According to Downs, Mulholland came into his office and asked them both if they would pay for 10 seconds of work. Then, according to Downs, Mulholland stated they could be committing timecard fraud and that he was looking to fire anybody for timecard fraud, Tr. 90-91. Downs also testified that Captain Geary came into the room and told Downs and Tully to put the hours they worked on their timesheet, that they should be paid for the work they perform. Then, Downs testified that Geary looked at him and said, "especially in your situation."

Further, Downs testified that he went to Geary's office a half-hour later and asked him what he meant. Downs testified that Geary told him, gesturing to the office of Fire Chief Wilson, that some people weren't happy with Downs winning his grievance and being in the logistics position. In response to further inquiry from Downs, Geary added that when customers or assistant fire chiefs wanted to get rid of somebody, they would find a way to do so, Tr. 92.¹²

Downs claimed 10 hours of work on his timesheet for April 29. Mulholland revised that to give him credit for 12 hours of work.

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⁸ Brett Thompkins testified that he did not **recall** Mulholland saying this or that he was not going to argue semantics with Downs, not that Mulholland did not say these things, Tr. 195.

Similarly, Captain/Supervisor Phillip Geary testified that Mulholland did not ask "who he worked for" **to his recollection**, Tr. 224. I regard this as different than testimony that Mulholland did not ask this question.

Geary, however, testified that Mulholland did not tell Downs that he was not going to argue semantics.

Mulholland denies this remark as well, Tr. 262-63.

⁹ Thompkins did not recall this, Tr. 205. Mulholland did not address this contention.

¹⁰ Captain Geary testified that he does not recall this statement, Tr. 235. However, he may not have been privy to the entire conversation between Mulholland, on the one hand, and Downs and Tully, on the other. Thus, his testimony does not directly contradict Downs.

Mulholland testified that he did not tell Downs and Tully that he would not pay them for the time they spent traveling downtown to perform the tasks on their timecards, Tr. 293. I do not consider this a direct contradiction of Downs' testimony.

¹¹ Captain Geary confirmed that Mulholland brought up the subject of timecard fraud and the possibility of somebody being terminated for timecard fraud, Tr. 233-34. Mulholland also testified that he brought this up, Tr. 293.

¹² Downs' relationship with Fire Chief Jeffrey Wilson apparently had not been a particularly good one. This is irrelevant to the instant case other than in determining whether Geary made the statement attributed to him. Geary testified that he doesn't recall more than one conversation with Downs on April 29, Tr. 237-38.

Credibility determinations, analysis and conclusions

Alleged Section 8(a)(1) violations

I have credited conflicting testimony based upon the weight of the evidence, established or admitted facts, inherent probabilities, and reasonable inferences drawn from the record as a whole. *Panelrama Centers*, 296 NLRB 711, fn. 1 (1989). I have relied on demeanor little, if at all.

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In this regard, I credit Joshua Tully's testimony in its entirety. Tully no longer works for Respondent and thus, unlike every other witness in this case, has no stake in its outcome. On the other hand, the record strongly suggests coordination by Respondent's witnesses close to trial. This makes the testimony, particularly of Thompkins and Geary, in corroborating Mulholland unreliable. Mulholland retired in January 2022. However, he, like Eric Downs, is not a disinterested witness. I infer he would like to defend his actions related to this case and that he bears animus towards Downs as a result of Downs' grievance and its aftermath.

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I find that Mulholland made all the statements attributed to him by Downs, or made statements that were substantially similar.¹³ Mulholland was very unhappy that Downs filed and prevailed in his grievance. He was also very unhappy when Downs challenged his decision not to put Downs on a detached schedule and to put him on B shift. G.C. Exh. 8 indicates that Mulholland had some degree of animus towards Downs before Downs filed his grievance.

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I find it highly likely that Mulholland expressed his anger as Downs testified. I therefore credit Downs' testimony about statements made to him. I find it highly unlikely that his testimony is fabricated. I see no relationship between Downs' prior transgressions at work and his veracity.

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The basic test for a violation of Section 8(a)(1) is whether under all the circumstances the employer's conduct reasonably tends to restrain, coerce, or interfere with employees' rights guaranteed by the Act, *Mediplex of Danbury*, 314 NLRB 470, 472 (1994).

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Respondent admits that Mulholland told Downs that he did not have to consult with the Union over his decision to assign Downs and Tully to shifts. However, it contends that this statement did not violate Section 8(a)(1). I agree. This statement was neither a threat, nor disparagement of the Union. It was merely a statement by Mulholland as to what he thought were the company's rights under the collective bargaining agreement. I conclude this statement did not violate Section 8(a)(1).

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Likewise, I conclude that Mulholland's statements, "who do you work for" and "I am not going to argue semantics" are neither threats nor disparagement of the Union. They were merely more pointed expressions of his view of management's rights. I thus find that these statements also did not violate Section 8(a)(1).

¹³ I credit Joshua Tully's testimony that he never heard Mulholland say that he was looking to fire someone for timecard fraud. That does rule out the possibility that Mulholland made this statement.

Mulholland admits that he asked Downs if he was still interested in the logistics position if it was not detached from the shifts. That is not quite the invitation to quit alleged in the complaint. This is particularly true since Downs had been working on a shift ever since he was hired. Thus, I dismiss this complaint allegation.

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Mulholland's discussion of timecard fraud on April 29, clearly was coercive. However, I find it to be insufficiently tied to Downs' protected activity to constitute an 8(a)(1) violation. Mulholland brought up timecard fraud in circumstances in which he suspected that Downs and Tully were asking to be paid for activities that did not warrant it.¹⁴

On the other hand, Captain Geary's "friendly warning" to Downs on April 29, 2021 violated Section 8(a)(1). Board law is clear that a "friendly warning" from a supervisor suggesting discrimination on account of an employee's protected activities violates the Act, *Hanes Hosiery, Inc.*, 219 NLRB 338 (1975), *Trover Clinic*, 280 NLRB 6 ftn. 1 (1986), *Jordan Marsh Stores*, 317 NLRB 460, 462-63 (1995), *Long Island College Hospital*, 327 NLRB 944, 945 (1999). This is so because such warnings are clearly coercive in that they are likely to inhibit the employee from exercising his or her statutory rights.

The fact that Geary may have indicated that it was Government employees who were "out to get" Downs is irrelevant, the statement had a coercive effect regardless. That is particularly so given Fire Chief Wilson's testimony which establishes the constant contact between the Government Fire Chief and Amentum's logistics person. Furthermore, Wilson's testimony establishes that he bore significant animus towards Downs as a result of previous interactions, particularly those involving security violations by Downs.

I find there is no evidence to support paragraph 5(e)(2) that Mulholland threatened employees that it would be futile to file grievances.

Alleged Section 8(a) (3) and (1) violations

To establish an 8(a) (3) and (1) violation based on an adverse employment action where the motive for the action is disputed, the General Counsel has the initial burden of showing that protected activity was a motivating factor for the action, *Wright Line*, 251 NLRB 1083 (1980).

The General Counsel satisfies that burden by proving the existence of protected activity, the employer's knowledge of the activity, and animus against the activity that is sufficient to create an inference that the employee's protected activity was a motivating factor in his or her discharge or other adverse action. If the General Counsel meets his burden, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.

I conclude that Respondent violated Section 8(a)(3) and (1) by changing the logistics position from a detached schedule to one assigned to a regular fire fighters' rotating shift.

¹⁴ Complaint paragraph 5(g) alleges that Mulholland threatened employees with discharge because they raised claims related to the collective bargaining agreement.

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By filing a grievance to enforce the terms of his union's collective bargaining agreement with Respondent, Eric Downs engaged in activity protected by the Act even though the grievance was filed only on his behalf, *Marketing Association*, 145 NLRB 1 (1963).

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Respondent was obviously aware of the filing of the grievance and its resolution. Animus towards Downs on account of his union activity is established by the timing of the switch of the logistics position to a shift schedule and Mulholland's statements to Downs on several occasions in April. The timing and Mulholland's hostile statements also establish a causal connection between Downs' union activity and the change in his and Tully's schedules.

At page 26 of its brief, Respondent argues that complaint paragraph 5(i) should be dismissed because it could not have violated the Act by settling Downs' grievance and implementing it. This is a "straw man." The General Counsel is alleging no such thing. The settlement of the grievance did not address the issue of whether Downs was to get the logistics position on a detached schedule or on a regular shift. I conclude that Respondent's decision to put him and Tully on a shift was motivated by a desire to retaliate against Downs for filing the grievance and prevailing.

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Respondent argues that animus towards Downs' protected activity is negated by the fact that Respondent began discussing assigning the logistics employees to shifts before Downs' grievance was resolved, R. Brief at 29 and ftn. 3. I reject this argument. No plans to assign logistics employees to a shift occurred prior to the filing of Downs' grievance. Its implementation shortly after he prevailed on his grievance strongly suggests a causal relationship. Moreover, as stated before, there could be reasons for Mulholland to seek a premium for the logistics employees other than his concern for Downs' welfare. One reason was that Craig Cusenz had been asking for a raise before deciding to leave Respondent's employment as the logistics employee.

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The verbal counseling email, G.C. Exh. 11, sent by Mulholland to Downs does not constitute an adverse action or a violation of the Act because there is no evidence that it was placed in Downs' personnel file or that it could be used as the basis for future discipline, *Promedica Health Systems, Inc.*, 343 NLRB 1351 (2004). However, I find that it is evidence of Mulholland's animus towards Downs' union activity.

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Although this principle comes up primarily in mass discharge cases, discrimination is not negated simply because an employee who was not engaged in protected activity is collateral damage in an employer's discrimination against another, *Majestic Molded Products v. NLRB*, 330 F.2d 603, 606 (2d Cir. 1964). I conclude that Tully so suffered as a result of the discrimination against Downs.

Conclusions of Law

Respondent violated Section 8(a)(3) and (1) by putting Eric Downs and Joshua Tully on regular fire fighters' rotating shifts rather than a detached schedule substantially similar to that worked by the logistics employee for at least the 4 years prior to February 2021.

Respondent, by Phillip Geary, violated Section 8(a)(1) by advising Eric Downs that his job might be in jeopardy due to his filing and prevailing on his grievance.

REMEDY

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Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

10 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁵

ORDER

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The Respondent, Amentum, Nellis Air Force Base, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

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(a) Changing the logistics position from a detached schedule to a schedule on the regular firefighters' shift or in any other way changing the schedule of the logistics employee because he or she engaged in protected activity by filing a grievance

(b) By giving a "friendly warning" to an employee suggesting that he or she may suffer retaliation due to their protected activities, such as filing a grievance.

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(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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(d) Within 14 days after service by the Region, post at its Nellis Air Force Base facility copies of the attached notice marked "Appendix." ¹⁶ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a

¹⁵ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹⁶ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

copy of the notice to all current employees and former employees employed by the Respondent at any time since April 5, 2021.

5 Dated, Washington, D.C. May 26, 2022

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Arthur J. Amchan

Administrative Law Judge

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APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union Choose representatives to bargain with us on your behalf Act together with other employees for your benefit and protection Choose not to engage in any of these protected activities.

WE WILL NOT Change the logistics position from a detached schedule to a schedule on the regular firefighters' rotating 96 or 72 hour shifts.

WE WILL NOT or in any other way change the schedule of the logistics employee because he or she engaged in protected activity by filing a grievance

WE WILL NOT give a "friendly warning" to an employee suggesting that he or she may suffer retaliation due to their protected activities, such as filing a grievance.

WE WILL NOT In any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

		AMENTUM SERVICES, INC. f/k/a AECOM MANAGEMENT SERVICES, INC.	
		(Employer)	
Dated	Ву		
		(Representative)	(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.2600 North Central Avenue, Suite 1800, Phoenix, AZ 85004-3099

(602) 640-2160, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/28-CA-276524 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (602) 416-4755.